Previous references.

1876

~~191~~ .

(S. R)

File No. 3 of 1874.

Serial Nos. 1–6

Later reference

Incomplete

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1–6.

Major **Part B for** year 1875

SUBJECT.

Sale of toddy contract in Akhtagrama division

Indexed 12

W D 88—GPB—50.000—24-7-16

(General Serial No. 30.)

1874.

Section S.R
File No 3 — 1874
Serial No 1

From Commissioner Ashburner
The ~~Secretary to the Dewan~~ of ~~Mysore~~. Division

To

Dated 17th December 74

Despatched

Received 9 January 75

Enclosures No.

General No. 606
R No. 115

Replies to his letter No. 1912/25 of the 13th June 74 — regarding the Toddy Contract in this Division.

General No 606 of 1874-75
Revenue No 115

(2)

Ashtagram Comro Office 13

To;

The Secretary to the
Chief Commissioner
of Mysore.

Dated Mysore 14th Decemr 1874.

Sir;

Referring to your letter No. 1912/25 of the 13th June, I have the honor to state that I have given my best consideration to the questions connected with the Toddy Contract of this Division, and submit herewith copies of extract from such parts of the Letters of the Deputy Commissioners as referred to the points noticed in your letter.—

1. The first of these relates to the Substitution of Annual Sales of the Toddy Contract by Talooks instead of five years lease of the Division as at present.—

A large increase of revenue from annual Taluk Contracts is anticipated by most of the Native officials whom I have consulted, and the Deputy Com: : missioner of Halgan appears to be of the same opinion though this is stated in rather qualified terms. -

2. The Dy. Commissioner of Mysore is opposed to Taluk Rents and C. would rather throw the Talooks into Groups arranged so as to correspond with the area most conveniently supplied by the date trees which are not uniformly distributed but plentiful in some Talooks and de: : ficient in others - He is however in favor on the whole of continuing the present system. -

3. Two other courses have been suggested - Either the renting of the Dy. in 3 Sections, one Consisting of the Mysore District the others of the Mulnad and Mydan of Halgan respectively, or 2d. Renting the Mysore & Halgan Distts. separately. —

4. — I believe it to be undoubted that higher bids would be obtained for Saloohs than in any other way, but on account of the unequal distribution of the date trees, bidders would find it necessary to compete for more than one Saloh, and the probable result would be either that the Saloohs would in consequence be held in groups some: what similar to what Major Hill indicates or a single renter might obtain the whole. —

5. Although Major Hill has taken great pains to estimate the returns from individual Saloohs, we are not in a position to say that these are absolutely reliable, and there is therefore at present not sufficient information for judging of their relative value or what would be a fair bid for each, while it is generally stated that if they were so put up, there would be great & even excessive local Competition. —

In

6.- In such a Case Considering the heavy outstandings against Sub-renters existing at the close of the late Contract with Messrs Edwards and Aroonachallum Moodliar, the accounts of which are not yet settled between the partners, I am led to anticipate that the balances of uncollected Revenue would be heavy. A Considerable increase over the present Contract may under all circumstances be reasonably demanded on behalf of Govt., but the renters would in many Cases be led to guarantee more than could be recovered from the Sub renters Shopkeepers & Cultivators, and in that Case must default or obtain remissions.-

7.- No advantage would probably be derived from splitting the Salem Dt. into two sections, & opinions are not unanimous regarding the benefit of renting Salem and Mysore separately since the Hassan Talooks of Arkul-goda, Nagammungulum & Nuroipoor all

Contribute

Contribute to the supply of the Mysore District.-

8 After full consideration of the question, I am of opinion that it would be inadvisable at present to put up the Talooks to Competition and that tenders should be called for at once for Current the Contract- tenders being invited in the alternative either for the Districts separately or for the Division.

I agree in Major Hill's opinion that a 5- years lease is likely to be more satisfactory to Government than one for a shorter term-

9 With regard to the other points noticed by the Chief Commissioner, the reservation of the Govt. right to remove all trees from occupied lands should be recorded in the Contract bond- as also the right to inspect all topes & enforce such rules as may be found necessary for their proper Conservation during the currency of the Lease.

On

On this point I may refer to para 11 of the Letter of the Dy Commissioner Mysore whose remarks appear to me judicious.

I do not consider that indiscriminate Cutting by ryots should be allowed, but as desired by the Chief Commissioner, the object should be to set apart well defined tracts for the exclusive growth of date trees and get rid of them from all other places. This can only be done by degrees, & if done we should then have a clear view of the extent & capabilities of each Tope and of each Taluk as regards Toddy production.

10. I have lately inspected some of the date topes in the Mundrim Taluk, a tract which supplies an extensive area & found that though nominally demarkated, the boundary stones could not be found, the ryots had encroached on the tope in some cases, and in others date trees had sprung up in their bordering fields which

they were not allowed to cut.

The Potails & Villagers stated that some topes had improved of late years, but that others had deteriorated from tapping immature trees & from other causes, and on the whole it was evident that a better system is necessary if the topes are to be brought up to a proper standard. —

11. Should the Chief Commissioner concur in thinking it preferable that the Contract should be re-let either by Districts or by the Division for a further term of years, I consider that during that period the topes might be thoroughly examined, the requirements of each Taluk ascertained & provision made for allotting a sufficient area of ground for the necessary supply independent of trees on occupied or unoccupied land. —

12. The District Magistrate should be empowered for good reasons

to close toddy shops or direct their removal to other sites subject to appeal to the Commissioner.

13. The Contract will be restricted to Toddy the items now included being separated from it. –

14. The disposal of this reference has been unavoidably delayed for the receipt of the report of the Dy. Commissioner Mysore, and I would therefore request that the Chief Commr may be moved to decide at once whether as suggested tenders may be invited for the Contract of the Toddy vend, in the alternative form suggested, viz to for the term of 3 or 5 years or whether he is of opinion that the experiment of Annual Salook rents should be tried.

15. If the Chief Commissioner considers a renewal of the present system the most prudent course, I am most anxious that the terms of the

3

the Contract should be advertised immediately to admit of tenders being received by the middle of January, and the question finally settled before the close of that month. Should any alteration be made in the system or should the Contract change hands the present Contractors would probably suffer much loss, and their successors would find it most difficult to undertake the business at the outset. —

I have the honor to be
Sir;
Your most obt. Servt.

Allan.

Commissioner
A. D.W.

Extract from letter No: 879 dy
30 Nov: 74 from the Dy: Commr.
of Mysore

I have the honor to acknowledge receipt of your letter No: 192 of the 21: August forwarding copy of the Offg: Secy: to the Chief Commissioner's letter No: 1912/25 of the 13: June/74 to your address on the Subject of the toddy contract for this Division which will expire at the end of the Offl. year. -

2. Previous to submitting my views on the points indicated, I have endeavored to obtain all the information available in the Talooks concerning the number of date groves, the Talooks receiving supplies from them, the number of shops the amount paid by them and the quantity of toddy drunk. - The accompanying list (A) furnishes detailed informa=tion on each of these points. -

3. A reference to it will show that the generality of the Talooks are

are well supplied with date groves with the exception of Nuluvully, Ashtagram, Talkad and Heggadavancote, which are in a great measure dependent on other Taloks for their supply. — The Yedatore Talook supplies Varsipur, and the Periyapatna Talook the Arkulgid Talook in the Hassan District. —

4. It is obvious under these circumstances that if the plan of renting out the toddy for the whole Division be abandoned, the contract could not well be given out according to each Talúk, but would have to be given according to groups of Taloks as follows. —

Mysore —	1 group
Gundulpet, Heggadadevancote, Nanjangode	2 do do:
Ashtagram, Nuluvully, Mundia including Maddoor	3 do.
Talkad, Chamrajnagar, Yellendoor Jaighur	do:

Periyapatna
Arkulgúd (Hassan Dist) } — 5: groups
Yedatore
Narsipur (do) } 6

5 There is much to be said in favor of such a plan as well as in favor of the continuance of the present system of renting out the whole of the Division to one Contractor On the one hand it may be urged that by renting out the contract by groups of Taloks, many men of local influence will come forward and bid, and thus while local trade is fostered, the realization of the full value of the contract will be ensured by the competition of bidders, who are acquainted with the localities.

6 on the other hand it may be urged that one respectable Contractor who has a reputation to maintain, will be likely to deal more fairly with the toddy drawers than a number of petty contractors, and that Government will be saved from the trouble and risk of dealing with so many

individuals.—

7 There is also this to be said that unless tenders for groups of Talukas are invited, there is nothing to prevent Capitalists such as the present Contractor and the Contractor of the Mundy droog Division Securing the Contract of all the Talookas, or running the figure so high as to prove ruinous to the local traders; therefore the idea of Competition for such a Contract must be set aside as inexpedient.—

8 Originally when the Contract was given out, it might have been desirable to invite tenders for groups of Taluks, so as to secure the services of men who had practical knowledge of the business: but the new Contract System for the whole Division has been under operation so long, that men of local experience and of Sufficient wealth are not easily found; and the Ediyars who were formerly the Chief Sub renters are now with one or two exceptions in very reduced circumstances.—

9. The very essence of the Contract System is a monopoly; the only difference would be whether there should be one monopolist or six. — Hence the advantages already mentioned as attending one monopolist, viz: less likelihood of annoyance to the toddy drawers and less risk to Government, over balance the scale in favor of the continuance of the present System. —

10 For this reason also, I conceive that it is desirable to rent out the Contract for the full term of five years, and not reduce it as now proposed to three years. — The evils attending frequent changes are numerous. — The whole establishment employed are turned adrift should the Contractor not secure the Contract again, and Knowing the danger they run they must of necessity do their work indifferently, and endeavor while they have the opportunity to squeeze as much as possible out of the toddy drawers and shop keepers A number of men of Straw and

and of disreputable character
Springing up on such
occasions, and manage to ingra-
tiate themselves with a new Contractor,
with whom an old Contractor would
have nothing to say; and thus
the evils of ruinous competition are
repeated and permeate downwards
from Contractor to sub contractor,
from Shop Keeper to toddy drawer;
the ultimate result being great dis
content and heavy losses to nearly
all concerned. Therefore if Mr. Davy
who has managed Captain Taylors
business very satisfactorily, makes
a fair tender, I think it should have
consideration. —

X X X

14 The remaining points in the
Secy: to the Chief Commissioner's lett:
require to be noticed. — The arrange
ments proposed concerning the re
moval of toddy trees on Tank lands
and irrigation works and for the cons
-truction of roads without compensa
-tion being claimed should certainly
form a proviso in the contract, as
much delay has occurred consequent

on the Commissioners order that the opinion of the Contractor or his agent in the Taluk should first be ascertained.- The Contractors would however be sufferers, were they to be restricted to groves, and if the roots were to be allowed as in portions of the Tanjore Dist to cut down indiscriminately all trees growing in their fields and posture lands.- But the Contractors should be given clearly to understand that garden holders are at perfect liberty to cut down trees growing in their gardens with the exception only of the hedges, as I am aware in places that the date trees growing there are largely drawn upon for toddy, and are the only source of supply for the Shops in the neighbourhood. As shown in the appendix (6) the groves have been demarcated. A list of them with boundaries can therefore be supplied to the Contractor. Further all interference on their part with renting out for cultivation of lands containing date trees should be prohibited.-

Ed

15

"Sd" W Hill

Dy: Commr.

"True extract"

[signature]

Commr. A. Dr.

Revenue No. 7023
96

1874.

From
ISSION.

To The Com[r] Ashtagram

Dated 24th Dec[r]

Despatched 28th —"—

Received

ENCLOSURES NO.

General No. 7023
No. R 96 } 187 .

Section S.R.
File No 3 — 1874
Serial No 2

Ashtagram Con[r]
No 606 dated 17th Dec[r]/74
115

Conveys the Chief
Commissioner's in-
structions relative
to the sale of the Paddy
Contract of this Division

Issue to Mr Lauder D. 8

(22)

MYSORE COMMISSION.

No. 606/115 d. 17th Dec 1874.

from Secretary.

No. 7023/96 d. 24th Dec/74

Record for which
Approaching

In the foregoing letter the Commr. of Ashtagram discusses certain questions connected with the sale of the Toddy contract for this division. The first point to be considered dealt with has reference to the suggested Zalodhwar sale of the contract of which the Asst. Comr. strongly approves; but from what has been since brought to notice Sir Richard Meade fears that such a measure would fail as it did in Bangalore and Tookoor. and track
Tumkoor. While not undesirable to attempt its adoption on this occasion.

Whether the contract should be for the whole district or part what should be the extent & scope of each contract.

While still holding the opinion that in certain cases the taluq wise sale of the contract would be of great advantage to the revenue at all events tend towards a more equitable distribution of profits among all classes of the community the Ch. Commr will not insist on the adoption of such a measure in the present

2. As regards the contract being given for the whole Division, or separately for each District, there is much to be said in support of either course, but the Cal. Cons. is of opinion that the latter should be adopted in two ~~instances~~. — To prevent, ~~however~~ inconvenience owing to the scarcity ~~on the score of~~ of date trees in certain Talooks, one or more Talooks of either District might be included in the Sheer for the purposes of the contract, as suggested by Major Hill in the case of Ootradroog and Periapatam and Gudaloor. ~~The Cont.~~ will be so good as

(D) 2. It will be preferable to adopt the annual course of selling the contract for each district.

The determination of this point will be left to the

3. As to the term of the contract, the Cuf. Cons. is in favor of three years, but if the Cons. is satisfied that its extension to five years is really desirable he can exercise his discretion on the point.

4. As to the mode of disposing of the contract, the Cuf. Cons. ~~should prefer the auction system~~ deems it preferable that it should be given for each District by tender and this should accordingly be notified without delay; the advantage of this method of disposal over that of a sale by auction

3. The contracts may run for five years, Tenders for each contract should be called for by a notification which should be made as public as possible

being met. Whereas
in the latter the contract
must be knocked
down to the highest
bidder, the Govt. can
in a sale by tender
reserve the power
of selecting that
which it pleases.
54. The contract for
drugs will be dealt
with separately from
that for toddy.
6. Special powers will be reserved in the contract of the contract bind both parties
bond
(1) for the absolute
transfer to the holders
of occupied lands, on
the settlement of the
taluks in which they
are situated, of all
date trees standing
thereon on the terms
in force elsewhere

(21)

on this point.

(2) that the Revenue authorities may remove without payment of compensation date trees wherever situated

/2/. ~~for the removal by the Revenue authorities of any date trees wherever situated~~, which in their opinion are prejudicial to cultivation or the security of tanks &c

(3) that the district authorities may exercise due control

/3/. ~~for the exercise of due control~~ over the Govt. date groves on waste lands, whether demarcated or not, in view to the prevention of injury to them by indiscriminate tapping of the trees.

(4) that the district authorities may regulate the

/4/. ~~for regulating the~~ supply of date leaves

& the rents where
necessary -
(25)
15. for the closing (5) of the District
of retail shops for Magte may direct
the sale of toddy by
~~the District Magistrate~~,
a Gramsabha
where such is
deemed necessary -
~~And~~ No compensation
will be payable to
the contractor for
the exercise of all
or any of the powers
thus
so reserved.
7. The due demarcation
and conservation
of all public date
groves should be
systematically
carried out in each
District as already
ordered, a register

(95)

such groves with full particulars as to area, number and condition of trees &c &c

M

D.F.S. Secretary

4

To, The Comm^r
Ashtagram D^t

Sept 28th

5.2.75.—

Cost A 324

1874/75

From The Commissioner

To Asstt. Division

Secretary to Chief Commissioner,
General Department.

Dated 1st
Despatched 2nd } February/75
Received 5th

Enclosures No.

General No.
Comp. No. D
Secretary's No. 2023 & 24 Dated 1/74
1996

It appears to me
that, in addition to the
Security Bonds
Office No. 3 — 1874
Sept. No. 3
for the faithful
performance of
Tenders should
have a deposit
Rupees Dist.
Mr. Power — Rs. 20000
Kaira — Dist.
Capt. Taylor Rs. 6000
The appropriate sum
would probably be 5%
upon the amount of the
Tenders —
2. The Commissioner's proposal
that another Rs
20000 security, be one
has on the Jail Contract,
which is a Person bound
in —

I doubt Capt. Taylor

On the Subject of the sale of the Toddy Contracts of this Division

Asst Dirn

Defendants the conduct of Army
worked the Contract well and
successfully during his stay
San Antonio & Ft. A. and had
his testimony for Mayor Dist.
would the same as Lt.
Brown, it would have been
with Right & Power of the Jury
- Issues - 4th Plea is not the
Case, the question of Ld. Ross
having a Just & proper Excuse,
or otherwise,
If Satisfactorily the Contract,
Attorney, it the Court to be
discharged - and as I believe he
has so, and that there is no
ground for doubting his ability
& fulfil his engagements,
have no alternative but to
decide that the Contract be
Suppose Dist. be given - & Jury
that for the Defendant Ld. Ross

25

Copy Dtd

Asstt Commissioner's Office
Camp Dudigamahully
Dated 1st February 1875.

To

The Secretary to the
Chief Commissioner

Sir,

In accordance with the instructions of the Chief Commissioner relative to the sale of the Toddy Contract of the Ashtagram Division conveyed in your letter No. 703/95 dated 24th December 1874, notices, (a copy of which is enclosed for information) were published in the marginally noted news papers and local notifications were also issued in order to give full publicity to the terms of the Contract.

Mysore Gazette.
Kannada Prakashika
Vrittanta Bodhini
and
Madras Mail.
3. Successive issues in each.

2. I have now the honor to report that the tenders were opened by me to day and a Statement is subjoined showing the amount of each offer Separately including the items of Toddy, Imported, Opium and Ganja

List

List of Tenders received for the Contract of Toddy Ganja, Majum and Opium in the Districts of Mysore and Hassan.

Number	Names of Applicants	Toddy			Ganja, Opium and Majum			Grand Total	Remarks.
		For Mysore Dt	For Hassan Dt	Total	For Mysore Dt	For Hassan Dt	Total		
1	Mr. Brown	2,20,000	50,000	2,70,000	1,500	400	1,900	2,71,900	
2	~~Mr.~~ Taylor Dany. & Doddmulana	2,00,000	60,000	2,60,000	3,600	400	4,000	2,64,000	
3	" Thomson Smith & N. Mudana	2,04,000	52,000	2,56,000	For both Mysore and Hassan Dts		4,500	2,60,500	
4	Mr. Arathoon	1,92,000	42,000	2,40,000 +	2,600	450	3050	243,050	+ Amount offered by Mr. Arathoon for both Districts united.
5	" Jorungdum Jr.	1,90,000	45,000	2,35,000	"	"	"	2,35,000	
6	" Clarke	1,95,000	"	1,95,000	"	"	"	1,95,000	
7	" Arnachelum Jr.	1,93,000	"	1,93,000	"	"	"	1,93,000	
8	" Soobbanah	"	"	"	3,005	"	3,005	3,005	
9	" Kasaviah	"	"	"	2,700	"	2,700	2,700	
10	" Goondasetty	"	"	"	2,500	"	2,500	2,500	
	Total	13,94,000	249,000	16,49,000	15,905	1250	21,655	16,70,655	

3. It was found to be impossible to transfer any Taloks from one District to another without confusion, and the Taloks included in each are therefore those comprised in the existing Districts of Mysore and Hassan.

4. The highest bids for the Toddy

of the Impose District were:—

Rs: 2.20.000 from Mr. G. Brown of the Cubbon Hotel.

Rs. 2.04.000 from Messrs Thompson, Smith, and Neilgherry Inddamah.

Rs: 2.00.000. from Messrs Taylor, Davy and Dod Inullamah.

For the Toddy of the Hapan District the highest bids were:—

Rs: 60.000 from Messrs Taylor, Davy & Dod Inullamah

Rs: 52.000 from Messrs Thompson, Smith and Neilgherry Inddamah

Rs: 50.000 from Mr Geo. Brown.

Taking the whole of the items for both Districts the best bids are:—

Mr. Geo. Brown Rs 2.71.900

Messrs Taylor, Davy & Dod Inullamah } Rs. 2.64.000

Messrs Thompson, Smith, and Neilgherry Inudamah } Rs. 2.60.500.

There is therefore a difference of Rs: 7,900 between the bids of Messrs Brown and Messrs Taylor and Davy, the bids of the former being the highest by that amount.

The excess of Mr. Brown's tender

arises from his very high bid for the Mysore District which is Rs. 20.000 higher than that of the Lake Contractors and Rs. 25,200 over the average of the Remaining 5 tenders, and it may be questioned whether he is in possession of sufficiently accurate information to warrant so great an advance over what are considered a profitable bid by other Competitors.

7. The annual Contract with Messrs Taylor & Co was Rs. 200.000 per annum without any addition for local fund and a very trifling amount for Stamps on Suits. They now offer Rs. 2,64,000 to which must be added local cess Rs: 8,000 making Rs: 2.72.000. The additional gain to Government from Stamps can not be estimated with any approach to accuracy, but the payments to Dundars will amount to about Rs 24,000 being, as nearly as can be calculated, an increase of about Rs 7,000 over former payments.

8. The Lake Contractors have fulfilled their obligations to Government punctually and satisfactorily and tho' it may be said that

there could be no difficulty in doing so with the very large profits known to have been derived from the Contract, the question now is whether their offer as being the safest is not on the whole the most advantageous to Government and I have no hesitation in stating that in my opinion it is so

9. I have given the best consideration to all information obtainable on the subject and consider their tenders fair and such as ought not under the circumstances to be rejected in favor of an untried Contractor on the Chance of the Government obtaining a small increase of Revenue but with the possibility of failure.

I beg therefore to recommend that their tenders be accepted.

I have the honor to be
Sir,
Your most obedient Servant

R. Rivers

Commissioner
Abbeokuta

33

MYSORE COMMISSION
Section S.R.
File No 3-1874
Serial No 4

Proceedings of the Chief Comm^r of Mysore

(Letter from the Comm^r of the Nilgiris No D dated 1st January 1875.)

No 8038 dy 6 July/75
R 104

Read thereon -

From the foregoing letter it appears to the Chief Comm^r that, as regards the Revenue interest of Govt the following for the todas Contract tenders, should have the preference -

Mysore District -

Mr. Brown - Rs 2,20,000

Wynaad District -

Captain Taylor - Rs 60,000

The aggregate being Considerably in excess of any of the other tenders.

2. The Commissioner's pro-

The Ch: Comm^r decides that the following tenders for the todas contract of the Mysore & Wynaad districts shall be accepted

that the Tenders of the late Contractor should be accepted, would involve the sacrifice of Rs. 20,000 annually, or one lac on the five years, and this would form a debatable matter.-

3. In short Captain Taylor deserves the credit of having worked the Contract well and successfully during his five years tenure of it, and had his Tender for the Bhysore District been accepted, Mr. Read would have had a very heavy Contract to manage, & Mr Brown's Tenders it would have been impossible for him to have carried out, it might have been quite right & proper that they were not accepted.

4. As there is not the case, the question of the Commissioner's decision is whether a considerable difference between the amount of Capt Taylor's tender for the Bhyssore district & Mr Brown's

35

Mr. Brown is a fit and proper person to be entrusted with the Contract. The Chief Engineer informs me that he has, and he there is no ground for doubting his ability to fulfil his engagements, Mr. Brown has no alternative but to decide that the Contract for Bayou District be given to Mr. Brown, and that for the Aspen District to Captain Sayers.

As with regard to the Contract for Drugs, the Comptr is requested to dispose of it at his own discretion.

6/2/75

WR

Secretary

To the Comptr Actg Supt Dr

Rec'd 1875 No 8038
104

36

To
The Commissioner of
Ashantee &c.

Dated 6 February 1875

No 8038
104

Received
Read
& noted
for
Secretary
Major
Staff Corps
at Headqrs

Encl in Quartermr Genl's letter No 30 of 9th March 1875

I am directed to reply to your Comp No D. of 1st February 1875 informing that the tenders for the Commissariat Contracts of the Annamoe & Akassai Districts shall be accepted —

General C. No 355.

1875.

From The Commr Ashta fram Dt

To The Secretary to the Chief Commissioner of Mysore

Section S. 12

File No 3 - 1874

Serial No 5

Dated 4th

Despatched 9th March 1875.

Received 11th
12th

ENCLOSURES NO.

General No. 7. } 1874-75.
Gl No. 30.

Secretary's No. 8038/104 dated 6th February 1875.

Submits for the approval & sanction of the Chief Commr the draft bond executed by Mr Brown for the 10th Contract of the Mysore District.

Mem No 666 9/11/8/11

Comm. No. A. 30 / 71674.75

Asst Commrs Office
Camp Surgoor.
Dated 9th March 1875.

To

The Secretary to the
Chief Commissioner
of Mysore

Sir,

Referring to your Letter No. 8038/104 dated 6th February 1875 accepting the tenders of Mr. Brown and Captain Taylor for the Toddy Contract of the Mysore and Hassan Districts respectively from 1st April 1875. I have the honor to submit herewith for the approval and Sanction of the Chief Commissr. the draft bond executed by Mr. Brown for the Toddy Contract of the Mysore District.

This bond has been prepare

in accordance with the instructions conveyed in the marginally noted letters and provides for all the necessary conditions.

5038 of 6-2-75
104

1912 of 15-June 74
25

7023 of 24 Dec 74
96

The Bond is executed in the joint names of Mr. Brown and Roochmal, a native partner. There is apparently no objection to this.

The Amount deposited by the former Contractor, Captain Taylor and Co. was Rs 50,000 or one fourth of the Amount of the Contract, while the Amount now deposited by Mr. Brown namely, Rs 40,000 is less than one fifth of the Contract Amount. As this is quite disproportionate, the Amount will be raised from Rs 40,000 to Rs 55,000. The latter Sum was not mentioned in the notice published in January as the exact Amount of the Contract

5 Clause 5 provides for the appropriation of dade leaves and dry sticks. As dry and withered trees are distinct from these and the Contractor has no right over the Same, the necessary addition to this effect will be made in the Contract bond.

6 The rates at which Toddy was to be sold were fixed in 1862, and as no reason has been shewn for altering them, the clause of the bond should remain as it stood in the Contract with Messrs Taylor and Co.

7 The words "Jaggery beer Seller and at the current rates of the day which shall be determined by the Dy. Commissioner" will be added to Clause 20 and the words "which will bear the same proportion to the past rates of Irani Villages as the Amount

of Contract for the District
now being entered upon bears
to the Amount of the Contract which
would end on the 31st March 1875"
to Clause 24 of the bond as
provided for in the Contract
bond executed by Messrs Taylor & Co.

Should these remarks
meet with the approval of the
Chief Commissioner, the Deputy
Commissioners will be instructed
to draw up the bond accordingly.

The draft bond executed
by Messrs Taylor and Co. for the
Hassan District has not been
received from the Deputy
Commissioner, Hassan, to whom
a reminder has been sent.

I have the honor to be,
Sir
Your most Obedient Servant.

Ashley

Series 572
File No. 3-187
Serial No. 6

Encl 187
To No 9304
386

The Commissioner
Ashtapradhi Dt

Dated 25 March
Despd —

No 9304
& 386 Encl: 1

Ordering certain alterations in the draft bond to be executed by M/s Brom & Rochmal for the Toddy Contract of the Mysore District.

No 356/85 dated 22nd Sept. 1873
from Comr. Ashburner
No. 365/53 dated 7th Oct. 1873
to Comr. Ashburner

palm tree and bring the
matter to the notice of the
Govt for disposal, as
also to prevent the
working of the Bagni tree
unless otherwise ordered
by Government as in
the Correspondence noted
in the margin. The attach.
of the Commissioner is
enclosed to this Govt.

2. The suggestions made
in paras 4, 5 & 6 of the
Commissioner's letter are
sanctioned, and the
draft bond is herewith
returned.

Secretary

To The Comr Ashburner

Proceedings of the C. C. of Mysore.

Letter No. 11/30 dated 4th March/75
from the Commissioner Ashburner.

Order thereon. No. 930/F 386

D. 20 March 1875.

The Offg. Chief Comr. directs that the undermentioned alterations should be made in the draft bond presented by Messrs. Brown and Kavchmal for the Doddy Contract of the Mysore District submitted with the above letter.

2. The words "together with interest at 6 per cent per annum" should be inserted after "all arrears" at the end of clause III.

3. The prohibition contained in Clause ~~XVII~~ regarding the sale of Toddy to Europeans does not appear necessary, and the Offg Chief Comr directs that the clause may be

omitted in the bond.

4. Clause XX should also be omitted as it is not advisable to impose any but minimum rates.

5. The words "or any other law in force for the time being" should be inserted after "Court Fees Act" at the close of Section XXIII.

6. In Section XXIV, the words "Tharpir and Kayyur Cutta villages" should follow the word "Iruvanchi" in the 2nd line.

7. The draft bond contains no provision regarding toddy drawn from cocoanut and Kanjiravu and the Indian Sago palm. It appears to Mr Gordon that the Govt contractor should be empowered to prevent the working of the cocoanut and Sago